**IN THE HIGH COURT OF KERALA AT ERNAKULAM**

**PRESENT :**

**THE HONOURABLE MR. JUSTICE S.SIRI JAGAN**

**WEDNESDAY, THE 4TH APRIL 2007 / 14TH CHAITHRA 1929**

**WP(C).No. 34552 of 2006(L)**
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**PETITIONER:**
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**FAITH MINISTRIES OF INDIA,HOUSE NO.9,**
**PEARL NAGAR,PEROORKADA,THIRUVANANTHAPURAM-695 005**
**PRESENTLY HAVING ITS OFFICE AT B.N.415A,**
**BAPUJI NAGAR,PONGUMMOODU,MEDICAL COLLEGE P.O.,**
**THIRUVANANTHAPURAM-695 011,REP.BY ITS PRESIDENT.**

**BY ADV. SRI.G.P.SHINOD**
**SRI.RAM MOHAN.G.**
**SRI.MANU V.**

**RESPONDENTS:**
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**1. GREATER COCHIN DEVELOPMENT AUTHORITY,**
**KOCHI-682 020,REP.BY ITS SECRETARY.**

**2. THE SECRETARY,**
**GREATER COCHIN DEVELOPMENT AUTHORITY,**
**KOCHI-682 020.**

**BY ADV. SRI.P.R.RAMACHANDRA MENON,**
**ADV. SRI. K.P. DANDAPANI, SC, GCDA.**
**SRI.MILLU DANDAPANI**

**THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON 04/04/2007, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:**

**WP(C) NO: 34552/2006**

**APPENDIX**

**PETITIONER'S EXHIBITS**

**EXT.P1. COPY OF THE ORDER, DT. 3/3/06, OF THE R2 IN PROCEEDINGS NO. 1695/B2/ESTATE/06/GCDA OF THE R1.**

**EXT.P2. COPY OF THE RECEIPT NO. 28235, DT. 14/3/2006, ISSUED FROM THE OFFICE OF THE R1 ON BEHALF OF THE R2.**

**EXT.P3. COPY OF THE ORDER,DT. 27/6/2006, OF THE R2 IN PROCEEDINGS NO. 1695/B2/ESTATE/06/GCDA.**

**EXT.P4. COPY OF THE LETTER DT. 19/7/2006 SUBMITTED BY THE PRESIDENT OF THE PETITIONER SOCIETY TO THE R2.**

**RESPONDENT'S EXHIBITS**

**EXT.R2(1). COPY OF THE JUDGMENT OF THIS COURT IN WPC NO. 17775/06.**

**EXT.R2(2). COPY OF THE LETTER DT. 15/09/2006 TO THE SECRETARY, LOCAL ADMINISTRATION, BY THE R1.**

*True copy*

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**S.SIRI JAGAN, J**

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**W.P.(C)NO. 34552 of 2006**

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Dated this the 4th day of April, 2007

**JUDGMENT**

The petitioner Society claims that the Society was alloted some place on lease arrangement by the first respondent as per Exts.P1 and P2. The petitioner Society also claims to have remitted an advance amount of Rs.1,17,950/= as directed in Ext.P1 order. With respect to another allotment as per Ext.P3 order, the petitioner sought enlargement of time to remit the advance amount of Rs.88500/=. While the petitioner was awaiting reply to the same, the GCDA invited tenders for allotment of space allotted to the petitioner Society. The said action of the GCDA is under challenge in this writ petition. The contention of the petitioner is that on payment of the advance amount as per Exts.P1 and P3 a relationship of lessor and lessee has come into existence between the GCDA and the petitioner and unless that relationship is terminated by a process known to law, the petitioner cannot be divested of the space in question

and therefore the action of the GCDA in inviting tenders for allotment of space allotted to the petitioners is illegal and unjustified.

2. I have heard the learned counsel for the petitioner as also the learned counsel appearing for the GCDA. It is not disputed before me that the allotment of space to the petitioner was not pursuant to any invitation for application or tenders for allotment of space. Similarly situated persons have approached this Court for similar reliefs which were rejected by this Court by judgment in W.P.(C)Nos.1775/2006 and 33859/2006. The counsel for the GCDA also submits that three other cases were also similarly disposed of. The GCDA being a public authority, it cannot pick and choose lesees and allot space to people of their choice. Other intending lessees are also entitled to be considered for allotment of space on lease arrangement since the building in question is public property. Therefore the petitioner cannot claim an exclusive right for allotment of space on the basis of some illegal arrangement between GCDA and the Society. Therefore, no legal right flows from Exts.P1 or P3. That being so, the

petitioner cannot establish any rights on the basis of those orders. What the petitioner can aspire is for return of the amount already deposited by it. As done in W.P.(C)33859/2006, I direct the GCDA to return the amount paid by the petitioner with interest at 6% per annum from the date of payment by the petitioner society till date of refund, after adjusting amounts due as lease for period, if any, under use.

With the above direction, the writ petition is disposed of.

**S.SIRI JAGAN, JUDGE**

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